money. After the war, F filed a bill to set aside the sale to Zollman, she being then advised that, on the death of B, she was entitled to the whole land, instead of to one-half merely. The bill was dismissed on the ground that a mistake of law will not be relieved against, especially as against a *bona fide* purchaser for value; and so F lost her land. Here F was clearly entitled to the whole land, and the advice of her lawyer was plainly erroneous. For B and F, being husband and wife at the time of the conveyance, were not *joint tenants* but *tenants by entireties*, and so survivorship as between them was not abolished by the statute taking effect July 1st, 1787, which applied to joint tenants only. And as to the statute taking effect July 1st, 1850, which *did* abolish survivorship between tenants by entireties of estates of inheritance, this had no application, not being retrospective, to a deed made in 1827. If the deed had been made after July 1st, 1850, then F would have been entitled to one-half only of the land, and the other half would have descended to B's heirs, subject, however, to a right of dower in favor of F. The mistake of counsel may have been caused (1) by not distinguishing between *joint* tenancy, and tenancy by *entireties;* or (2) by not adverting to the fact that survivorship between tenants by entireties continued until July 1st, 1850, in Virginia; or (3) by not examining the date of the deed, and supposing it was after July 1st, 1850; or (4) by supposing that the Act of July 1st, 1850, was *retrospective*. But however occasioned, the result was the same, and the widow lost her land.

CRITERION OF A FIXTURE—DOCTRINE OF TEAFF V. HEWITT.—In *Teaff v. Hewitt*, 1 Ohio St. 511 (59 Am. D. 634), it is said, in an able opinion by Bartley, C. J., that "the great difficulty which has always perplexed investigation upon this subject has been the want of some certain, settled, and unvarying standard by which it could be determined what amounts to a fixture, or what connection with the land will deprive a chattel of its peculiar legal qualities as such, and make it accessory to the freehold." And the learned judge concludes that "the united application of the following requisites will be found the safest criterion of a fixture: 1. Actual annexation to the realty, or something appurtenant thereto; 2. Appropriation to the use or purpose of that part of the realty with which it is connected; 3. The intention of the party making the annexation to make the article a permanent accession to the freehold; this intention being inferred from the nature of the article affixed, the relation and situation of the party making the annexation, the structure and mode of annexation, and the purpose or use for which the annexation has been made."

This criterion of a fixture seems to have met with general approval. See 14 Am. D. 303, note to *Hunt v. Mullanphy*, 1 Mo. 508; 17 Am. D. 695, note to *Gray v. Holdship*, 17 S. & R. 413; 2 Dev. Deeds, sec. 1211; 1 Jones, Mortgages, sec. 429; *Potter v. Cromwell*, 40 N. Y. 287 (100 Am. D. 485); *Rogers v. Man. Co.*, 81 Ala. 483 (60 Am. R. 171); *Atchison &c. R. Co. v. Morgan*, 42 Kans. 23 (16 Am. St. R. 471); *Green v. Phillips*, 26 Gratt. (Va.) 752 (21 Am. R. 323.)

In *Teaff v. Hewitt, supra*, a fixture is defined as "an article which was a chattel, but which, by being physically annexed or affixed to the realty, becomes accessory to it, and parcel of it." If the criterion laid down in that case is open to criticism, it is in requiring *actual* annexation as essential to a fixture, if by "actual" it is meant to exclude *constructive* annexation altogether. See *Wolford v. Baxter*, 33 Minn. 12 (53 Am. Rep. 1).